

B240A (Form B240A) (04/10)

FILED IN THE
UNITED STATES
BANKRUPTCY COURT

2018 APR -9 AM 11:29

DISTRICT OF UTAH
MAIL

Check one.

☐ Presumption of Undue Hardship

☐ No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation,
Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

In re Christina L Morgan
Debtor

Case No. 16-31049
Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: Discount title Loans

☐ Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: title Loans
For example, auto loan

B. AMOUNT REAFFIRMED: \$ 800.

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before _____, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The ANNUAL PERCENTAGE RATE applicable to the Amount Reaffirmed is 240%.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) ☒ Fixed rate

☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

D. Reaffirmation Agreement Repayment Terms (check and complete one):

☒ \$ 162.04 per month for 24 months starting on 3-20-18.

☐ Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

E. Describe the collateral, if any, securing the debt:

Description: 2002 Nissan Maxima
Current Market Value \$ 2,873.

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

☐ Yes. What was the purchase price for the collateral? \$ _____

☒ No. What was the amount of the original loan? \$ 800.

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (including fees and costs)	\$ <u>800</u>	\$ <u>800</u>
Annual Percentage Rate	<u>240</u> %	<u>240</u> %
Monthly Payment	\$ <u>162.04</u>	\$ <u>162.04</u>

H. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☐ Yes ☐ No

B. Is the creditor a credit union?

Check one. ☐ Yes ☐ No

C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions
(take-home pay plus any other income) \$ _____

b. Monthly expenses (including all reaffirmed debts except
this one) \$ _____

c. Amount available to pay this reaffirmed debt (subtract b. from a.) \$ _____

d. Amount of monthly payment required for this reaffirmed debt \$ _____

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

☐ You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

☐ You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

☐ You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date _____ Signature _____ Debtor
Date _____ Signature _____ Joint Debtor, if any

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor OSCAR Franco 72255 700 W Middle, UT 84044
Print Name Address
_____ _____ 4-4-18
Print Name of Representative Signature Date

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date _____ Signature of Debtor's Attorney _____
Print Name of Debtor's Attorney _____

Information to identify the case:

Debtor 1	Christina L Morgan	Social Security number or ITIN	570-53-9504
	First Name Middle Name Last Name	EIN	---
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name	Social Security number or ITIN	----
		EIN	---
United States Bankruptcy Court	District of Utah	Date case filed in chapter 13 :	12/15/16
Case number:	16-31049 KRA	Date case converted to chapter 7 :	3/9/18

Official Form 309A (For Individuals or Joint Debtors) (12/15)

Notice of Chapter 7 Bankruptcy Case -- No Proof of Claim Deadline

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read all pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov). Case status information is available at no charge through "Simple Case Lookup" on the court's website (www.utb.uscourts.gov) or by calling the Voice Case Information System (VCIS) at 1-866-222-8029 #85.

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Christina L Morgan	
2. All other names used in the last 8 years		
3. Address	3031 Ogden Ave # 1 Ogden, UT 84401	
4. Debtor's attorney Name and address	E. Kent Winward 4850 Harrison Blvd. Suite 1 Ogden, UT 84403	Contact phone (801) 392-8200 Email: utahbankruptcyfirm@gmail.com
5. Bankruptcy trustee Name and address	David L. Miller tr P.O. Box 9 Farmington, UT 84025-0009	Contact phone (801) 447-8777 Email: davidlmillerpc@msn.com

Official Form 309A (For Individuals or Joint Debtors) Notice of Chapter 7 Bankruptcy Case -- No Proof of Claim Deadline
Date Generated: 3/12/18

page 1
For more information, see page 2 >

Home > What's My Car Worth > Style > Options & Condition > SE Sedan 4D

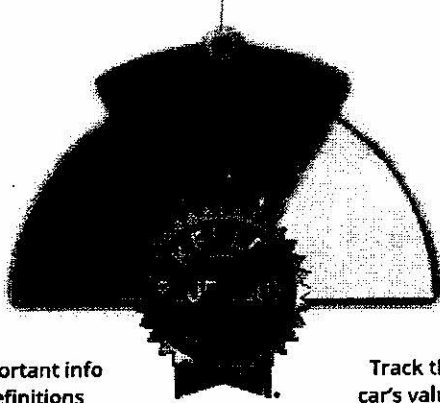
Trade In to a Dealer	Get an Instant Cash Offer	Sell to a Private Party
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Next Steps: Find a Car

Browse reviews, photos, specs and more.

See what you should pay

Private Party Range
\$1,717 - \$4,028
Private Party Value
\$2,873



Valid for ZIP Code 84047 through 04/05/2018

Write a review on your 2002 Nissan

Value based on:			
Fair	Good	Very Good	Excellent

Sell Your Current Car

Reach millions of buyers on KBB.com and AutoTrader.com

Place an ad

New Cars You Might Like



More Shopping Tools

presented by



Nissan Maxima®

- Shop local offers
- Locate a Dealer
- Get a quote
- Build your new Nissan
- Search inventory

Advertisement

Get an Instant Cash Offer

MOTOR VEHICLE TITLE PLEDGE AGREEMENT

PLEDGEOR'S NAME: christina l morgan		DATE MADE: 2/20/2018	
Title Pledge Lender: Discount Title Loans 2817 Washington Blvd Ogden, Utah 84401 385-244-1907		Loan Number: TL2727 Social Security Number: -9604	
DL Number: 188601600 ut	Home Phone:	Work Phone: 1150 w 1200 n	D.O.B: 9/10/1974
Year: 2002	Color: White	Make: NISSAN	Model: Maxima
Description of Pledged Titled Personal Property:		License No: #147m	VIN: JN1DA31D221411471
Title Certificate Number: 142K		Height: 5'6"	
Weight:		Sex: F	

FEDERAL TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate: 240.00%	The dollar amount the credit will cost you: \$3,088.96	The amount of credit provided to you or on your behalf: \$800.00	The amount you will have paid after you have made all payments scheduled: \$3,888.96
SECURITY: Title Pledge Lender will have a security interest in the titled personal pledged property listed above. If you pay off early, a prepayment penalty will not be imposed.			Maturity Date: 2/20/2020
LATE FEE: There will be a \$30.00 or 5% of the amount due (whichever is greater) late fee charged on any payments that are received more than 10 days after the due date. See the contract (below) for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.			Payment Schedule: 24 Payment(s) of \$162.04 will be due beginning on 3/20/2018
Amount Financed of \$800.00	Amount given to you directly \$800.00	Amount Refinanced \$0.00	Title Lien Fee \$0.00
I hereby acknowledge receipt of this consumer notification and disclosures prior to entering into this pledge agreement.			
Follower's Signature: <i>Christina Morgan</i>		Fee + Loan Amount = Total amount due \$3,088.96 + \$800.00 = \$3,888.96	

INTEREST CALCULATION: Payment Application. Interest under this agreement will be calculated on a simple interest basis and shall accrue as a daily rate of no more than 1/365th of interest rate disclosed multiplied by the unpaid balance (the amount financed less the amount it has been reduced by payments) for each day that any amount remains due to the Lender. All payments shall be applied first accrued interest, then any costs due to the Lender other than the unpaid principal amount, and finally to the unpaid principal amount.

PROMISE TO PAY: BORROWER or BORROWERS promises to pay to LENDER in immediately available United States currency, the Total of Amount Financed plus Finance Charge above at LENDER's address when due on accordance with the Payment Schedule shown above the Amount Financed together with any costs incurred by Lender in foreclosing upon its lien. All sums due hereunder shall be paid on demand, notice or claim.

ROLLOVER: Lender will not rollover this Title Loan Agreement unless you request a rollover of this Loan. A Rollover means an extension or renewal of the Title Loan Agreement.

SECURITY: To secure the BORROWER'S obligations under this Agreement and any extensions or renewals thereof, BORROWER or BORROWERS grants to LENDER a security interest in the Motor Vehicle described above, all accessories and accessions to the Motor Vehicle, and all proceeds of sale of the Motor Vehicle, including insurance proceeds or refunds of insurance premiums related to the Motor Vehicle (all such property referred to as "Collateral"). BORROWER or BORROWERS agrees to reimburse LENDER for any costs incurred by LENDER in perfecting its lien.

DEFAULT: The following constitute events of default under this Agreement: (a) BORROWER or BORROWERS does not pay the full amount of payment when due; (b) BORROWER or BORROWERS fails to keep any of BORROWER'S promises under this Agreement; (c) any representation of information given to the LENDER by BORROWER or BORROWERS is false or misleading, or (d) in a case of fraud, abuse, or injury, or if any attempt be made to sell the same or remove the same from the above address for any reason.

REPOSSESSION: In the Event of Default. Upon occurrence of any event of default, the LENDER may at its option, and without notice or demand, (a) declare the whole outstanding balance due under this Agreement due and payable at once and proceed to collect, for itself, its assigns, and liquidate and collateral securing this Agreement according to law, including but not limited to by using self-help repossession, (b) exercise all powers and remedies given by law; and (d) recover from BORROWER or BORROWERS all charges, costs and expenses, including reasonable attorneys' fees incurred or paid by the LENDER in exercising any right, power or remedy provided by this Agreement. In the event of monetary or non-monetary default, the Vehicle/Collateral is repossessed the Lender will hold the Vehicle/Collateral in storage up to 10 days at a cost of \$10.00 per day. After the 10 day period the Vehicle/Collateral will become the property of the Lender.

LOWER COST LOANS: Lower cost loans are available to people with reasonable good credit. Before signing, you may compare the Annual Percentage Rate of this loan with other loans available to you (e.g. at banks, credit unions, and other lenders) to determine if this loan is the best one for you.

SENT: If you have a complaint, or would like to contact our designated agent for process you may contact Oscar Franco at 2817 Ogden, Utah 84401. The phone number is: 385-244-1907.

Co Borrower

Lender

Date

UTAH CERTIFICATE OF TITLE

Corrected Title



Title Number: 11000000000000000000

Year: 2002 Make: NISSA Model: MAXIMA GLX/4X4
 2nd VEH: Fuel: GASOLINE Odometer: 0

DISCOUNT TITLE LOANS
 2917 WASHINGTON BLVD
 OGDEN UT 84401-3720

CHRISTINA L MORGAN
 2917 WASHINGTON AVE #1
 OGDEN UT 84401-3716

DISCOUNT TITLE LOANS
 2917 WASHINGTON BLVD
 OGDEN UT 84401-3720

NON-ODOMETER REQUIREMENTS

On the title and recordable title Division of Motor Vehicles, please

Vehicle owner's signature (depending on the type of title)

Vehicle owner's signature (depending on the type of title)

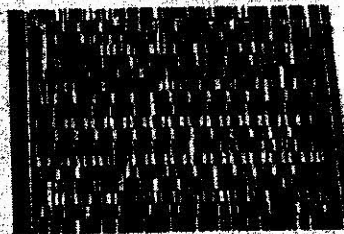
New lien holder's name

Address

City

DISCUSSION

00000000000000000000



ANY ALTERATION OR ERASURE VOIDS THIS TITLE

Morgan Christina